

JENNIFER L. WAIER
Acting United States Attorney
CHRISTINA T. SHAY
Assistant United States Attorney
Chief, Criminal Division
FRANCES S. LEWIS (Cal. Bar No. 291055)
Assistant United States Attorney
Chief, General Crimes Section
THOMAS F. RYBARCZYK (Cal. Bar No. 316124)
Assistant United States Attorney
Acting Chief, Public Corruption and Civil
Rights Section
JUAN M. RODRIGUEZ (Cal. Bar No. 313284)
Assistant United States Attorney
Public Corruption and Civil Rights Section
1500 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-4850/8452/0304
Facsimile: (213) 894-0141
E-mail: frances.lewis@usdoj.gov
thomas.rybarczyk@usdoj.gov
juan.rodriguez@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

OMAR NAVARRO,

Defendant.

No. CR 23-461(A)-MCS

PLEA AGREEMENT FOR DEFENDANT
OMAR NAVARRO

1. This constitutes the plea agreement between OMAR NAVARRO ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count five of the first superseding indictment in United States v. OMAR NAVARRO, CR No. 23-461(A)-MCS, which charges defendant with Wire Fraud, in violation of 18 U.S.C. § 1343.

b. Not contest the Factual Basis agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. To request, at the time of sentencing, that defendant be sentenced to a term of imprisonment of no less than 33 months' imprisonment.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

1 a. Not contest the Factual Basis agreed to in this
2 agreement.

3 b. Abide by all agreements regarding sentencing contained
4 in this agreement.

5 c. At the time of sentencing, move to dismiss the
6 remaining counts of the first superseding indictment and underlying
7 indictment as against defendant. Defendant agrees, however, that at
8 the time of sentencing the Court may consider any dismissed charges
9 in determining the applicable Sentencing Guidelines range, the
10 propriety and extent of any departure from that range, and the
11 sentence to be imposed.

12 d. At the time of sentencing, provided that defendant
13 demonstrates an acceptance of responsibility for the offense up to
14 and including the time of sentencing, recommend a two-level reduction
15 in the applicable Sentencing Guidelines offense level, pursuant to
16 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
17 additional one-level reduction if available under that section.

18 e. To recommend to the Court at the time of sentencing
19 that defendant be sentenced to a term of imprisonment of no more than
20 41 months' imprisonment.

21 NATURE OF THE OFFENSE

22 4. Defendant understands that for defendant to be guilty of
23 the crime charged in count five, that is, wire fraud, the following
24 must be true: (1) defendant knowingly participated in a scheme or
25 plan to defraud, or a scheme or plan for obtaining money or property
26 by means of false or fraudulent pretenses, representations, or
27 promises; (2) the statements made as part of the scheme were
28 material; that is, they had a natural tendency to influence, or were

1 capable of influencing, a person to part with money or property;
2 (3) the defendant acted with the intent to defraud; that is, the
3 intent to deceive and cheat; and (4) the defendant used, or caused to
4 be used, an interstate wire to carry out or attempt to carry out an
5 essential part of the scheme.

6 PENALTIES AND RESTITUTION

7 5. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of Title 18, United States
9 Code, Section 1343, is: 20 years' imprisonment; a 3-year period of
10 supervised release; a fine of \$250,000 or twice the gross gain or
11 gross loss resulting from the offense, whichever is greatest; and a
12 mandatory special assessment of \$100.

13 6. Defendant understands that supervised release is a period
14 of time following imprisonment during which defendant will be subject
15 to various restrictions and requirements. Defendant understands that
16 if defendant violates one or more of the conditions of any supervised
17 release imposed, defendant may be returned to prison for all or part
18 of the term of supervised release authorized by statute for the
19 offense that resulted in the term of supervised release, which could
20 result in defendant serving a total term of imprisonment greater than
21 the statutory maximum stated above.

22 7. Defendant understands that defendant will be required to
23 pay full restitution to the victim(s) of the offenses to which
24 defendant is pleading guilty. Defendant agrees that, in return for
25 the USAO's compliance with its obligations under this agreement, the
26 Court may order restitution to persons other than the victim(s) of
27 the offense to which defendant is pleading guilty and in amounts
28 greater than those alleged in the count to which defendant is

1 pleading guilty. In particular, defendant agrees that the Court may
2 order restitution to any victim of any of the following for any
3 losses suffered by that victim as a result: (a) any relevant conduct,
4 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
5 which defendant is pleading guilty; and (b) any count dismissed
6 pursuant to this agreement as well as all relevant conduct, as
7 defined in U.S.S.G. § 1B1.3, in connection with those counts. The
8 parties currently believe that the applicable amount of restitution
9 is approximately \$265,000 but recognize and agree that this amount
10 could change based on facts that come to the attention of the parties
11 prior to sentencing.

12 8. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury.
16 Defendant understands that he is pleading guilty to a felony and that
17 it is a federal crime for a convicted felon to possess a firearm or
18 ammunition. Defendant understands that the conviction in this case
19 may also subject defendant to various other collateral consequences,
20 including but not limited to revocation of probation, parole, or
21 supervised release in another case and suspension or revocation of a
22 professional license. Defendant understands that unanticipated
23 collateral consequences will not serve as grounds to withdraw
24 defendant's guilty plea.

25 9. Defendant and his counsel have discussed the fact that, and
26 defendant understands that, if defendant is not a United States
27 citizen, the conviction in this case makes it practically inevitable
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States
2 citizenship and admission to the United States in the future.
3 Defendant understands that while there may be arguments that
4 defendant can raise in immigration proceedings to avoid or delay
5 removal, removal is presumptively mandatory and a virtual certainty
6 in this case. Defendant further understands that removal and
7 immigration consequences are the subject of a separate proceeding and
8 that no one, including his attorney or the Court, can predict to an
9 absolute certainty the effect of his conviction on his immigration
10 status. Defendant nevertheless affirms that he wants to plead guilty
11 regardless of any immigration consequences that his plea may entail,
12 even if the consequence is automatic removal from the United States.

13 FACTUAL BASIS

14 10. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 12 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 Beginning on a date no later than on or about July 17, 2017, and
24 continuing through on or about February 1, 2021, in Los Angeles
25 County, within the Central District of California, and elsewhere,
26 defendant knowingly and with intent to defraud, devised, participated
27 in, and executed a scheme to defraud the "Omar Navarro for Congress"
28 campaign committee (the "Campaign") as to material matters, and to

1 obtain funds from the Campaign and its donors by means of materially
2 false and fraudulent pretenses, representations, and promises, and
3 the concealment of material facts. In doing so, defendant caused the
4 transmission of wire communications in interstate commerce for the
5 purpose of executing this scheme to defraud the Campaign and its
6 donors.

7 Specifically, defendant ran for Congress on multiple occasions,
8 including in 2016, 2018, and 2020. On or about April 5, 2017,
9 defendant filed his Statement of Candidacy with the Federal Election
10 Commission ("FEC") declaring his candidacy for the U.S. House of
11 Representatives for the 43rd District in the 2018 election. In doing
12 so, defendant identified the Campaign as his official campaign
13 committee to fund his election campaign. Defendant understood that
14 federal law required the Campaign to make regular, public disclosures
15 about the receipt and disbursement of any funds raised or spent on
16 behalf of the Campaign. As candidate for Congress, defendant knew
17 and understood that campaign funds raised by him and others for his
18 Campaign were restricted to supporting his election efforts and could
19 not be used for the candidate's or defendant's own personal use or
20 enjoyment.

21 Despite this knowledge, defendant agreed with co-defendant
22 DORA ASGHARI ("ASGHARI"), co-defendant ZACHARIAS DIAMANTIDES-
23 ABEL ("ABEL"), and others to illegally steal and convert
24 Campaign funds for defendant's personal use and enjoyment.
25 Between 2018 and 2020, the Campaign received over \$1 million in
26 contributions from donors around the United States who supported
27 defendant's election to Congress. To access these Campaign
28 funds for his personal use and enjoyment, and to fund his lavish

1 lifestyle, defendant and others, including co-defendants ABEL
2 and ASGHARI, engaged in a scheme to illegally transfer cash back
3 to defendant by accepting Campaign payments from defendant
4 purportedly for work on the Campaign, which co-defendants
5 ASGHARI, ABEL, and others would then cash and/or convert to cash
6 and provide that cash back to defendant. To further the scheme,
7 defendant would represent, or cause to be represented, on those
8 checks, and thus subsequently be falsely represented to the FEC
9 via disclosures, that ABEL, ASGHARI, and others, and not
10 defendant, had received payment from the Campaign for their
11 services.

12 For example, in furtherance of this scheme, on or before April
13 30, 2019, defendant wrote a \$3,000 Campaign check to co-defendant
14 ABEL for little or no work performed by co-defendant ABEL for the
15 Campaign with the intent that co-defendant ABEL would cash that check
16 and funnel a substantial amount of the cash back to him for his
17 personal use. On April 30, 2019, co-defendant ABEL cashed the \$3,000
18 Campaign check, which caused and involved the transmission of an
19 interstate wire communication. Co-defendant ABEL then provided
20 defendant a substantial amount of the \$3,000 in cash, \$2,000 of which
21 defendant took and deposited into his personal Wells Fargo Bank
22 account at a Wells Fargo Bank Hawthorne Branch.

23 In another example, on or before November 18, 2019, defendant
24 wrote a \$2,500 Campaign check to co-defendant ASGHARI for little or
25 no work performed by co-defendant ASGHARI for the Campaign with the
26 intent that co-defendant ASGHARI would cash that check and funnel a
27 substantial amount of the cash back to him for his personal use. On
28 November 18, 2019, co-defendant ASGHARI cashed the \$2,500 Campaign

1 check, which caused and involved the transmission of an interstate
2 wire communication. Co-defendant ASGHARI then provided defendant
3 substantially all of that \$2,500 in cash she received from the
4 Campaign check. The following day, on November 19, 2019, defendant
5 took that money and made three cash deposits totaling \$2,340 in his
6 personal account.

7 Similarly, on or before July 1, 2020, defendant wrote a \$3,000
8 Campaign check to Individual A for no work performed on the Campaign
9 with the intent that Individual A would cash that check and funnel
10 all of the cash back to defendant for his personal use. Defendant
11 then gave the check to Individual A and went with him to a Wells
12 Fargo Bank, where Individual A cashed the check and handed defendant
13 \$3,000 in cash for defendant's personal use.

14 As a further part of this scheme, defendant would issue checks,
15 or cause checks to be issued, from the Campaign's official account
16 ("Campaign Account"), to Brava Consulting, which was owned and
17 operated by co-defendant ASGHARI, purporting to be payments for work
18 performed by the entity on behalf of the Campaign. Defendant and co-
19 defendant ASGHARI would transfer or cause to be transferred such
20 payments from Brava Consulting to ON Strategic Marketing, which
21 defendant owned, and defendant would then withdraw these funds for
22 his own personal use and benefit. Defendant had directed co-
23 defendant ASGHARI to form Brava Consulting for the purposes of
24 embezzling more money out of the Campaign. To further the scheme,
25 defendant would represent, or cause to be represented, on those
26 checks, and thus subsequently represented to the FEC via disclosures,
27 that Brava Consulting and not defendant had received payment from the
28 Campaign for Brava Consulting's services.

1 For example, on or before June 3, 2019, defendant wrote a \$2,000
2 Campaign check to Brava Consulting for no work performed for the
3 Campaign with the intent that co-defendant ASGHARI would cash that
4 check and funnel a substantial amount of the cash back to him for his
5 personal use. On June 3, 2019, co-defendant ASGHARI deposited a
6 \$2,000 Campaign Check into the Brava Consulting bank account. On
7 June 4, 2019, co-defendant ASGHARI then provided defendant a check
8 from the Brava Consulting bank account addressed to ON Strategic
9 Marketing for \$1,100, on which co-defendant ASGHARI had written on
10 the memo line was for "marketing." Defendant deposited the check
11 into the ON Strategic Marketing account on June 4, 2019. On June 5,
12 2019, defendant transferred \$1,000 from the ON Strategic Marketing
13 account into one of his personal accounts.

14 Additionally, as part of the scheme, defendant would receive
15 reimbursement from the Campaign for his personal expenses, including
16 meals with his significant other, trips to Las Vegas, entertainment,
17 and retail purchases, including spending \$2,630.12 at the Bellagio
18 Hotel in Las Vegas with Individual D in January 2019. Defendant
19 NAVARRO would also use Campaign funds to acquire gift cards on the
20 basis that the gift cards purportedly were being used for Campaign
21 expenses, which he then would use to pay for personal expenses,
22 including purchasing a \$270 gift card from Target that used to buy
23 personal items such as Nintendo Switch video games. He would further
24 direct payments from his Campaign to pay other personal expenses,
25 including for a private investigator and personal criminal defense
26 attorneys, including spending at least \$12,822.99 in legal fees to
27 defend his criminal stalking case. Defendant would not report to the
28 FEC or to his Campaign donors that these payments were for personal

1 expenses and instead would cause Individual C and Individual G to
2 file false reports with the FEC on defendant behalf representing that
3 such payments were for Campaign expenses.

4 In total, this scheme deprived the Campaign and its donors
5 of at least \$250,000, but less than \$550,000, in Campaign funds.

6 SENTENCING FACTORS

7 11. Defendant understands that in determining defendant's
8 sentence the Court is required to calculate the applicable Sentencing
9 Guidelines range and to consider that range, possible departures
10 under the Sentencing Guidelines, and the other sentencing factors set
11 forth in 18 U.S.C. § 3553(a). Defendant understands that the
12 Sentencing Guidelines are advisory only, that defendant cannot have
13 any expectation of receiving a sentence within the calculated
14 Sentencing Guidelines range, and that after considering the
15 Sentencing Guidelines and the other § 3553(a) factors, the Court will
16 be free to exercise its discretion to impose any sentence it finds
17 appropriate up to the maximum set by statute for the crime of
18 conviction.

19 12. Defendant and the USAO agree to the following applicable
20 Sentencing Guidelines factors:

21	Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
22	Loss greater than \$250,000	+12	U.S.S.G. § 2B1.1(b)(1)(G)
23	Leadership Role Adjustment	+2	U.S.S.G. § 3B1.1(c)___
24	Acceptance of Responsibility	-3	U.S.S.G § 3E1.1(a), (b)
25	Total Offense Level	18	

26
27 At the time of sentencing, the USAO will agree to a two-level
28 downward adjustment for acceptance of responsibility and, if

1 applicable, move for an additional one-level downward adjustment
2 under U.S.S.G. § 3E1.1(b) only if the conditions set forth in
3 paragraph 2 are met and if defendant has not committed, and refrains
4 from committing, acts constituting obstruction of justice within the
5 meaning of U.S.S.G. § 3C1.1, as discussed below. Subject to
6 paragraph 25 below, defendant and the USAO agree not to seek, argue,
7 or suggest in any way, either orally or in writing, that any other
8 specific offense characteristics, adjustments, or departures relating
9 to the offense level be imposed. Defendant agrees, however, that if,
10 after signing this agreement but prior to sentencing, defendant were
11 to commit an act, or the USAO were to discover a previously
12 undiscovered act committed by defendant prior to signing this
13 agreement, which act, in the judgment of the USAO, constituted
14 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the
15 USAO would be free to seek the enhancement set forth in that section
16 and to argue that defendant is not entitled to a downward adjustment
17 for acceptance of responsibility under U.S.S.G. § 3E1.1.

18 13. Defendant understands that there is no agreement as to
19 defendant's criminal history or criminal history category.

20 14. Subject to the agreed upon restrictions in paragraphs 2 and
21 3, defendant and the USAO reserve the right to argue for a sentence
22 outside the sentencing range established by the Sentencing Guidelines
23 based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2),
24 (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 15. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

2 c. The right to be represented by counsel -- and if
3 necessary have the Court appoint counsel -- at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel -- and if necessary have the Court appoint
6 counsel -- at every other stage of the proceeding.

7 d. The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e. The right to confront and cross-examine witnesses
11 against defendant.

12 f. The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g. The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h. Any and all rights to pursue any affirmative defenses,
19 Fourth Amendment or Fifth Amendment claims, and other pretrial
20 motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

22 16. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's conviction on the offense to which defendant is
26 pleading guilty. Defendant understands that this waiver includes,
27 but is not limited to, arguments that the statute to which defendant
28 is pleading guilty is unconstitutional, and any and all claims that

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 17. Defendant agrees that, provided the Court imposes a total
5 term of imprisonment on all counts of conviction of no more than 48
6 months' imprisonment, defendant gives up the right to appeal all of
7 the following: (a) the procedures and calculations used to determine
8 and impose any portion of the sentence; (b) the term of imprisonment
9 imposed by the Court; (c) the fine imposed by the Court, provided it
10 is within the statutory maximum; (d) to the extent permitted by law,
11 the constitutionality or legality of defendant's sentence, provided
12 it is within the statutory maximum; (e) the amount and terms of any
13 restitution order, provided it requires payment of no more than
14 \$265,000; (f) the term of probation or supervised release imposed by
15 the Court, provided it is within the statutory maximum; and (g) any
16 of the following conditions of probation or supervised release
17 imposed by the Court: the conditions set forth in Second Amended
18 General Order 20-04 of this Court; the drug testing conditions
19 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
20 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

21 18. The USAO agrees that, provided (a) all portions of the
22 sentence are at or below the statutory maximum specified above and
23 (b) the Court imposes a term of imprisonment of no less than 33
24 months' imprisonment, the USAO gives up its right to appeal any
25 portion of the sentence, with the exception that the USAO reserves
26 the right to appeal the amount of restitution ordered if that amount
27 is less than \$265,000.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 19. Defendant agrees that if, after entering a guilty pleas
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 20. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement

21 EFFECTIVE DATE OF AGREEMENT

22 21. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 22. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 23. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was either dismissed or not filed as a result of this agreement,
15 then:

16 a. Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or any
21 speedy trial claim with respect to any such action, except to the
22 extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from such
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under
2 the United States Constitution, any statute, Rule 410 of the Federal
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
4 Procedure, or any other federal rule, that the statements or any
5 evidence derived from the statements should be suppressed or are
6 inadmissible.

7 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

8 OFFICE NOT PARTIES

9 24. Defendant understands that the Court and the United States
10 Probation and Pretrial Services Office are not parties to this
11 agreement and need not accept any of the USAO's sentencing
12 recommendations or the parties' agreements to facts or sentencing
13 factors.

14 25. Defendant understands that both defendant and the USAO are
15 free to: (a) supplement the facts by supplying relevant information
16 to the United States Probation and Pretrial Services Office and the
17 Court, (b) correct any and all factual misstatements relating to the
18 Court's Sentencing Guidelines calculations and determination of
19 sentence, and (c) argue on appeal and collateral review that the
20 Court's Sentencing Guidelines calculations and the sentence it
21 chooses to impose are not error, although each party agrees to
22 maintain its view that the calculations in paragraph 122 are
23 consistent with the facts of this case. While this paragraph permits
24 both the USAO and defendant to submit full and complete factual
25 information to the United States Probation and Pretrial Services
26 Office and the Court, even if that factual information may be viewed
27 as inconsistent with the Factual Basis or Sentencing Factors agreed
28 to in this agreement, this paragraph does not affect defendant's and

1 the USAO's obligations not to contest the facts agreed to in this
2 agreement.

3 26. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 27. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

19 ///

20 ///


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

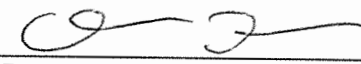
JENNIFER L. WAIER
Acting United States Attorney



THOMAS F. RYBARCZYK
FRANCES S. LEWIS
JUAN M. RODRIGUEZ
Assistant United States Attorney

June 18, 2025


Date



OMAR NAVARRO
Defendant

6/17/2025

Date




DAVID R. EVANS
Attorney for Defendant OMAR NAVARRO

June 17, 2025

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


OMAR NAVARRO
Defendant

6/17/2025
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am OMAR NAVARRO's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

David R Evans

June 17, 2025

DAVID R. EVANS
Attorney for Defendant OMAR NAVARRO

Date